

**TRANSFER
TAX
PAID**

Doc # 2005008834
Book 8363 Page 0014

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RELEASE DEED

MAINE CENTRAL RAILROAD COMPANY, a corporation duly organized and existing under the laws of the State of Maine, with offices at Iron Horse Park, North Billerica, Middlesex County, Massachusetts (the "Grantor") in consideration of Forty Thousand and 00/100 (\$40,000.00) Dollars paid to it by **TERESE DEFLORIO**, with a mailing address of 110 Pleasant Street, Waterville, Kennebec County, Maine (the "Grantee") hereby grants to the Grantee all the Grantor's right, title and interest, without any warranties or covenants of title whatsoever, in a certain parcel of land, and the buildings, bridges, structures, crossings, fixtures and improvements thereon, if any, situated in Waterville, Kennebec County, Maine (the "Premises") described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND
MADE A PART HEREOF BY THIS REFERENCE.

This conveyance is subject to the following reservations, conditions, covenants and agreements:

1. This conveyance is made without granting any right of way, either by necessity or otherwise, over any remaining land or location of the Grantor.
2. ~~The Grantor hereby reserves an exclusive, permanent right of way and easement in, on, over, under, across and through the Premises for the purpose of accessing, constructing, installing, operating, maintaining, modifying, repairing, replacing, relocating and removing a telecommunications system or other system for transmission of intelligence or information by any means, whether now existing or hereafter devised, including such poles, pipes, wires, fibers, fiberoptic cables, repeater stations, attachments, appurtenances, structures or other equipment and property of any description necessary or useful for the same (the "Telecommunications Easement"). The Grantor further reserves the right to freely lease, license, mortgage, assign, pledge and otherwise alienate the Telecommunications Easement. The Grantee hereby covenants with the Grantor to recognize the Telecommunications Easement and, without the payment of any further consideration, to execute, acknowledge and deliver such instruments suitable for recording with the registry of deeds as the Grantor may reasonably require to acknowledge title to the Telecommunications Easement in the Grantor. The Grantor covenants to reasonably repair and restore the surface of the easement area after any work.~~

⑥ *Perkins, Bernard, Day, Robert*

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3. ~~The Grantor excepts from this conveyance any and all railroad tracks, railroad track materials (including, but not limited to, ties, connections, switches and ballast) and/or related equipment of any description located in whole or in part within the Premises (the "Trackage") and this conveyance is subject to the right of the Grantor to enter the Premises from time to time and at any and all times within the ninety (90) day period commencing with and subsequent to the date of delivery of this deed, with such men, equipment and materials as, in the reasonable opinion of the Principal Engineering Officer of the Grantor, are necessary for the removal of the Trackage. Days during the months of December, January, February and March shall not be included in the aforesaid ninety (90) day period. If the Trackage is not removed from the Premises by the expiration of said ninety (90) day period, the Trackage shall be deemed abandoned by the Grantor and shall then become the property of the Grantee.~~
4. The Grantor excepts from this conveyance any and all advertising signs and/or billboards located upon the Premises which are not owned by the Grantor. Furthermore, this conveyance is subject to the right of the owners of said signs and/or billboards to go upon the Premises and remove them within ninety (90) days from the date of delivery of this deed.
5. By the acceptance of this deed and as part consideration therefor, the Grantee hereby assumes any and all agreements, covenants, obligations and liabilities of the Grantor in respect to any underground facilities, drainage culverts, walls, crossings and/or other structures of any nature and description located in whole or in part within the Premises.
6. By the acceptance of this deed and as part consideration therefor, the Grantee agrees to irrevocably waives, gives up and renounces any and all claims or causes of action against the Grantor in respect of claims, suits and/or enforcement actions (including any administrative or judicial proceedings and any remedial, removal or response actions) ever asserted, threatened, instituted or requested by any person and/or governmental agency on account of: (a) any release of oil or hazardous materials or substances of any description on, upon or into the Premises in contravention of any ordinance, law or statute (including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601, et seq., as amended); and (b) any and all damage to real or personal property, natural resources and/or harm or injury to persons alleged to have resulted from such release of oil or hazardous materials or substances.

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7. By the acceptance of this deed and as part consideration therefor, the Grantee hereby agrees to build and forever maintain fences (together with any necessary gates), suitable to the Principal Engineering Officer of the Grantor, along the boundaries of the Premises which are common to remaining land or location of the Grantor (the "Fences"), if Fences are ever required in the sole and reasonable opinion of said Principal Engineering Officer.
8. This conveyance is subject to the following restriction for the benefit of other land or location of the Grantor, to wit: that from the date of delivery of this deed, the Grantor shall not be liable to the Grantee or any lessee or user of the Premises (or any part thereof) for any damage to any buildings or property upon them caused by fire, whether communicated directly or indirectly by or from locomotive engines of any description upon the railroad operated by the Grantor, or otherwise.
9. By the acceptance of this deed and as part consideration therefor, the Grantee hereby agrees to make no use of the Premises which, in the sole and reasonable opinion of the Principal Engineering Officer of the Grantor, adversely affects, increases or decreases drainage to, from, upon or in any remaining land or location of the Grantor. The Grantee agrees to indemnify and save the Grantor harmless from and against any and all loss, cost, damage or expense including, but not limited to, the cost of defending all claims and/or suits for property damage, personal injury or death arising out of or in any way attributable to any breach of the foregoing covenant.
10. The Grantor excepts from this conveyance any and all overhead, surface or underground signal and communication line facilities of the Grantor located within the limits of the Premises and this conveyance is subject to the Grantor's use of any such facilities in their present locations and entry upon the Premises from time to time to maintain, repair, replace, renew, relay or remove such facilities.
11. Whenever used in this deed, the term "Grantor" shall not only refer to the **MAINE CENTRAL RAILROAD COMPANY**, but also its successors, assigns and affiliates and the term "Grantee" shall not only refer to the above-named Grantee, but also the Grantee's successors, assigns and grantees, as the case may be.
12. The several exceptions, reservations, conditions, covenants and agreements contained in this deed shall be deemed to run with the land and be binding upon the Grantee forever. In addition to the acceptance and recording of this deed, the Grantee hereby signifies assent to the said several exceptions, reservations, conditions, covenants and agreements, by joining in its execution.

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IN WITNESS WHEREOF, the said **MAINE CENTRAL RAILROAD COMPANY** has caused this release deed to be executed in its name and its corporate seal to be hereto affixed by David A. Fink, its Chief Executive Officer, thereunto duly authorized this 24th day of March, 2005.

GRANTOR:
MAINE CENTRAL RAILROAD COMPANY

W. C. Hay
Witness

By: *David A. Fink*
David A. Fink, Chief Executive Officer

SEAL

GRANTEE:

W. C. Hay
Witness

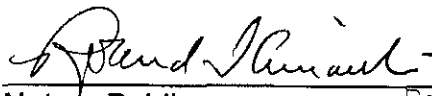
By: *Terese deFlorio*
Terese deFlorio

COMMONWEALTH OF MASSACHUSETTS

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Middlesex, ss.

On this 24th day of March, 2005, before me, the undersigned notary public, personally appeared David A. Fink, Chief Executive Officer as aforesaid, proved to me through satisfactory evidence of identification, which was a Drivers License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.



Notary Public Roland L. Therault
My Commission Expires: Notary Public
My Commission Expires August 7, 2009

SEAL

STATE OF MAINE

Kennebec, ss.

4/6, 2005

Then personally appeared Terese deFlorio, and acknowledged the foregoing release deed to be her free act and deed, before me.



Notary Public: Wileen C. Shay
My Commission Expires:

SEAL

EXHIBIT "A"

**MAINE CENTRAL RAILROAD COMPANY
TO
THERESE deFLORIO
SALE OF LAND
IN
WATERVILLE, MAINE**

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Beginning at a point on the westerly side of Pleasant Street marked with a ½ inch iron rebar and cap #1182, said point being set radially 23.00 feet right of Station 3791+46.13,

Thence S 24° 00' 00" W along the westerly side of Pleasant Street, a distance of 212.74 feet to a point marked with a ½ inch iron rebar, said point being a southeasterly corner of land conveyed by Maine Central Railroad Company to Ware Butler Inc, by deed dated October 27, 1989, recorded in the Kennebec County Registry of Deeds in book 3681 page 124,

Thence N 28° 43' 19" W along the easterly line of said land conveyed by Maine Central Railroad Company to Ware Butler Inc., and further along the easterly line of land conveyed by Maine Central Railroad Company to Ware Butler Inc., by deed dated December 28, 2004, recorded in said registry in book 8255 page 148, and further along the line of land being retained by Maine Central Railroad Company, a total distance of 122.12 feet to a point marked with a ½ inch iron rebar and cap #1182, set radially 23.00 feet right of Station 3789+78.50,

Thence easterly following a curve to the left with a radius of 2132.24 feet along the line of land being retained by Maine Central Railroad Company an arc distance of 169.46 feet to the point of beginning.

Said parcel to contain 10,146 square feet, or 0.233 acres, as shown on a survey plan entitled "Land in Waterville, Maine – Maine Central Railroad Company to Terese deFlorio", dated March 9, 2005, by Garbacik Surveyors / Robert Garbacik.

Bearings are referenced to a magnetic north according to the westerly line of Pleasant Street, as shown on a survey plan entitled "Maine Central Railroad Right Of Way And Track Map Station 3748+80 To Station 3813+15.72", dated June 30, 1916, and revised March 12, 1964, labeled V2/72.

Being part of the land conveyed to Androscoggin & Kennebec Railroad Company by Zebulon Sawyer, by deed dated October 10, 1848, recorded in said registry in book 163 page 136.

Received Kennebec SS.
04/07/2005 9:00AM
Pages 6 Attest:
BEVERLY BUSTIN-HATHEWAY
REGISTER OF DEEDS